

**RESOLUTION NO. 09-127**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE MIAMI-DADE OFFICE OF FILM AND ENTERTAINMENT TO ISSUE PERMITS TO FILM AND STILL PHOTOGRAPHY PRODUCTION COMPANIES TO CONDUCT FILMING AND RELATED ACTIVITIES WITHIN THE GEOGRAPHIC LIMITS OF THE CITY, FOR A TERM OF FIVE YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TERM OF FIVE YEARS, IN A FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

**WHEREAS**, pursuant to Miami-Dade County, Fla., Ordinance 91-50, Miami-Dade County established a permitting procedure through its Miami-Dade Office of Film and Entertainment to allow Miami-Dade County, through interlocal agreements, to issue permits to film and still photography production companies to film throughout Miami-Dade County, including within municipal boundaries; and

**WHEREAS**, the City of Hialeah finds it in its best interest to enter into this agreement to allow for coordinated permitting to assist production companies to obtain filming permits, while, at the same time, reserving the right to reject any permit applications and retaining the right to issue its own permits.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an Interlocal Agreement with Miami-Dade County to establish to allow the Miami-Dade Office of

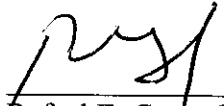
Film and Entertainment to issue permits to film and still photography production companies to conduct filming and related activities within the geographic limits of the City, for a term of five years, with an option to renew for an additional term of five years, in a from as attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 25th day of August, 2009.

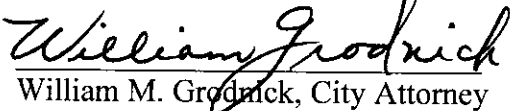
  
\_\_\_\_\_  
Carlos Hernandez  
Council President

Attest:

Approved on this 26<sup>th</sup> day of August, 2009.

  
\_\_\_\_\_  
Rafael E. Grahado, City Clerk  
\_\_\_\_\_  
Mayor Julio Robaina

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".

**INTERLOCAL AGREEMENT  
FILM PERMITTING  
MIAMI-DADE COUNTY – CITY OF HIALEAH**

**WHEREAS**, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office") ; and

**WHEREAS**, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to permit for use of municipal property and services; and

**WHEREAS**, the various municipalities have expressed willingness to enter into agreement with Miami-Dade County to perform this function on their behalf:

**NOW THEREFORE**, for and in consideration of the terms, conditions and covenants contained herein, Miami-Dade County and the City of Hialeah hereto agree as follows:

1. Purpose: The City of Hialeah hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize City facilities and services as authorized by the City.
2. Term: The City grants authorization to the County, through its Film Office, to issue permits for the period of five years, commencing ten (10) days from the date of approval of this agreement by both parties.
3. Option to Renew: The County or the City of Hialeah may, upon written notice to the other, thirty (30) days prior to the expiration of this agreement, renew this agreement for a period of five years.
4. Cancellation: This agreement may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. Any permits which may have been issued prior to termination, but covering dates after the termination date will be honored.
5. Liaison: The City of Hialeah will appoint a representative to act as liaison to the Film Office, and who will coordinate City facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the City.
6. Advance Notice: The County agrees to provide written notice to the City of Hialeah, via facsimile and U.S. mail, of requests for City facilities or services within one working day of receipt of the request from a production company for such service. The City retains the right to deny issuance of a permit based on insufficient advance notice.
7. Insurance: The County, through its Film Office agrees to obtain from any production company issued a permit for the City, an insurance certificate, naming the City as

additionally insured, in the amount of one million dollars (\$1,000,000.00) for film production and for still photography, providing for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the City has not waived said requirement, the County shall assume liability under state tort law, within limitations described by 768.28 of Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the City as an additional insured in the amounts described above.

8. Refusal: The Mayor or Building Official in his/her discretion maintains the right to reject any permit application if the Mayor or Building Official determines that it would not be in the best interest of the City to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.

9. Non Exclusive Rights: The City of Hialeah retains the right to issue authorization to any production company directly and without notice to the Film Office.

10. Priority Service Consideration: The County agrees that City services will be given first right to provide support service to production companies which are utilizing City property.

11. Guidelines: The City of Hialeah agrees to provide in writing, Guidelines to govern the issuance of permits issued on the City's behalf. These Guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

12. Facilities: The City agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the City may own or control and may be requested by a production company.

13. Collections: The City agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The County shall not issue permits to film and still photography production companies that have unpaid fees or charges assessed by the City under this section, provided the City has notified the County of such unpaid fees or charges.

14. Hold Harmless: The City of Hialeah agrees that they will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the City, where the permit was issued with the appropriate authorization of the City's Liaison, subject to limitations of section 768.28, Florida Statutes, and subject to the monetary limits stated in section 768.28, Florida Statutes, whether the claim is in contract or in tort.

15. Cooperative Marketing: The County agrees to include the City in any cooperative marketing material which may be issued from the Film Office, and the terms and costs will be determined at the time of production. Further, the County agrees to list the City by name

in any reference to "one stop Permitting and its participating municipalities."

16. Facility Photo File: The City agrees to provide the County with photographs of available areas or facilities which the City wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the City, County and South Florida to the film industry.

17. Notice: All legal notices regarding this agreement must be sent to the following address:

Miami - Dade County  
County Manager  
Attn: Office of Film & Entertainment  
111 NW 1st Street, Suite 2200  
Miami FL 33128

City of Hialeah  
Mayor  
501 Palm Ave  
Hialeah, FL 33010

18. This agreement may be amended only by the mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their appropriate officials, as of the date first above written.

ATTEST:

Harvey Ruvin, Clerk

MIAMI-DADE COUNTY BOARD

OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Deputy Clerk

BY \_\_\_\_\_  
Assistant County Manager

Approved as to form \_\_\_\_\_  
County Attorney

ATTEST:

City of Hialeah  
Pursuant to  
Resolution \_\_\_\_\_

BY \_\_\_\_\_  
City Clerk

BY \_\_\_\_\_  
Mayor

Approved as to form \_\_\_\_\_  
City Attorney